

RESOLUTION NO. 2020-02

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE PURCHASE OF SECURITY EQUIPMENT FROM CONVERGINT TECHNOLOGIES, LLC; APPROVING A MEMORANDUM OF AGREEMENT FOR JOINT COMPLETION OF AN URBAN AREAS SECURITY INITIATIVE PROGRAM WITH THE CITY OF MIAMI FOR THE PURPOSE OF CARRYING OUT URBAN AREAS SECURITY INITIATIVE PROGRAM OBJECTIVES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the “Village”) has identified equipment and sustainment needs that have been included in the local Urban Area Security Initiative Program (the “UASI”) spending plan, which offers funds for the payment of such equipment and sustainment needs accessible through the Florida Division of Emergency Management; and

WHEREAS, the Memorandum of Agreement for Joint Completion of the UASI between the City of Miami (the “City”) and the Village attached hereto as Exhibit “A” (the “Agreement”) provides for carrying out the UASI objectives as part of a Homeland Security initiative; and

WHEREAS, the Village sought proposals from four vendors for security equipment that would be compatible with the Village’s existing systems and with the UASI spending plan; and

WHEREAS, Convergent Technologies, LLC (the “Vendor”) was the only vendor who submitted a proposal for eligible and compatible security equipment, which proposal is attached hereto as Exhibit “B” (the “Proposal”); and

WHEREAS, after review and evaluation of the Proposal, the Village Manager recommends that the Village purchase the security equipment from the Vendor; and

WHEREAS, the Village Council seeks to authorize the Village Manager to execute the Agreement with the City and purchase the security equipment from the Vendor consistent with

the Proposal in an amount not to exceed \$18,000.00; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Agreement. That the Agreement, in substantially the form attached hereto as Exhibit “A”, is hereby approved, subject to approval by the Village Attorney as to form and legal sufficiency, and the Village Manager is hereby authorized to execute the Agreement, on behalf of the Village.

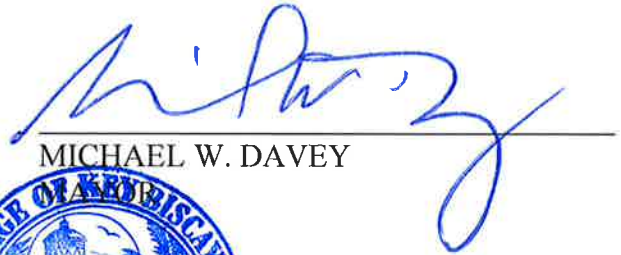
Section 3. Authorizing Purchase of Equipment and Source of Funds. That pursuant to the Agreement, the purchase of equipment to strengthen and protect the community against chemical, biological, radiological, and nuclear threats, in an amount not to exceed \$18,000.00 is hereby approved. The purchase shall be made from the Vendor consistent with its Proposal attached hereto as Exhibit “B.” The source of funds for the purchase shall be UASI grant funds on a reimbursement basis in the amount of \$15,427.00, as described in the Agreement, and any cost in excess shall be funded from the Village’s General Fund. Any changes in the description of the purchased equipment shall be authorized by the Village Manager and shall be in accordance with the terms of the Agreement and UASI grant terms.

Section 4. Implementation. That the Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in

this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 28th day of January, 2020.



MICHAEL W. DAVEY

ATTEST:



JENNIFER MEDINA, CMC
VILLAGE CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

MEMORANDUM OF AGREEMENT
URBAN AREA SECURITY INITIATIVE FY 2018
"Village of Key Biscayne"

Agreement Number: 19-DS- -11-23-02-

FAIN Number: EMW-2018-SS-00064

CFDA #: 97.067

This Agreement is entered into this 28th day of JANUARY, 2020, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and the Village of Key Biscayne, (the "Participating Agency").

RECITALS

WHEREAS, the U.S. Department of Homeland Security (USDHS) is providing financial assistance to the Miami urban area in the amount \$5,700,000 dollars through the Urban Area Security Initiative (UASI) Grant Program 2018; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program 2018; and

WHEREAS, as the USDHS requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program 2018 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the 2018 Urban Area has been defined Miami and Ft. Lauderdale collectively and anticipates sub-granting a portion of the UASI funds in accordance with the grant requirements; and

WHEREAS, the City Commission, by Resolution No. R-19-0025, adopted on January 10, 2019, has authorized the City Manager to enter into this Agreement with each participating agency on behalf of the City of Miami; and

WHEREAS, the Sponsoring Agency wishes to work with the participating agencies through the Urban Area Working Group process to enhance Miami and its surrounding jurisdictions ability to respond to a terrorist threat or act.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follow:

Exhibit A

I. PURPOSE

- A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agencies for activities under the UASI Grant Program 2018 which was made available by the U.S. Department of Homeland Security and the State of Florida Division of Emergency Management (FDEM).
- B. This Agreement serves as the Scope of Work between the Participating Agency and the Sponsoring Agency.

II. SCOPE

- A. The provisions of this Agreement apply to UASI Grant Program 2018 activities to be performed at the request of the federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.
- B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

III. DEFINITIONS

- A. Critical Infrastructure: Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.
- B. Core County: The County within which the core city is geographically located. The core city is the City of Miami.
- C. UASI Grant Program 2018: The UASI Grant Program 2018 reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism and continues to address the unique equipment, training, planning, organization and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the respective State Administrative Agency. Funding for the UASI Grant Program 2018 was appropriated by U.S. Congress and is authorized by Public Law 108-11, the Emergency Wartime Supplemental Appropriations Act, 2003. The funding will provide assistance to build an enhanced and sustainable capacity to plan, prevent, protect, mitigate, respond to, and recover from threats or acts of terrorism for the selected urban areas.
- D. National Incident Management System (NIMS): This system will provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To

Exhibit A

provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command and training.

- E. Urban Area Working Group (UAWG): The State Administating Agency Point of Contact (SAA POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by the grant.
- F. Urban Area: An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Coordinating with named counties and cities, with the respective State Administrative Agency, and with the FDEM and USDHS.
- C. Conducting a comprehensive Urban Area Assessment, which will in turn guide the development of an Urban Area Stakeholder Preparedness Review.
- D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- E. Developing a comprehensive Urban Area Stakeholder Preparedness Review and submit to the SAA POC.
- F. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".
- G. Ensuring satisfactory progress toward the goals or objectives stipulated in "Exhibit #1".
- H. Following grant agreement requirements and/or special conditions as stipulated in "Exhibit #1".

Exhibit A

- I. Submitting required reports.

V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the main liaison and partner with the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Participating Agencies and any sub-grantees must abide by the grant requirements including budget authorizations, required accounting and reporting expenditures, proper use of funds, and tracking of assets as stipulated in "Exhibit #1".
- C. Submitting quarterly reports to the City of Miami detailing the progress of projects to include direct purchases of equipment or services as stipulated in "Exhibit #1".
- D. Complying with all UASI Grant Program 2018 requirements as stipulated in "Exhibit #1".
- E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miami in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Stakeholder Preparedness Review.
- F. Ensuring the participation of the following critical players in the assessment and Stakeholder Preparedness Review development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- G. Assisting the sponsoring agency in development of a comprehensive Urban Area assessment and Stakeholder Preparedness Review.
- H. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".
- I. Ensuring satisfactory progress toward the goals or objectives as stipulated in "Exhibit #1".
- J. Submitting required reports as prescribed by the Sponsoring Agency as stipulated in "Exhibit #1".
- K. Maintaining an equipment inventory of UASI purchased items.
- L. Ensure that equipment obtained from the UASI Grant Program 2018, as identified in "Exhibit #2", is readily available for use by personnel trained to use such equipment for actual emergencies or

Exhibit A

exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS, DEM, and the Sponsoring Agency. If the Participating Agency is incapable of staffing the equipment, such equipment shall be made available to another Participating Agency for use during any actual emergencies or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the Participating Agency.

- M. All equipment obtained from the UASI Grant Program 2018, as identified in "Exhibit 2", is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

- A. That funding acquired and identified for the Urban Area Security Initiative will be administered solely by the Sponsoring Agency.
- B. The Participating Agencies will provide financial and performance reports to the sponsoring agency in a timely fashion. The Sponsoring Agency will prepare consolidated reports for submission to the State of Florida as stipulated in "Exhibit 1".
- C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.
- D. The Sponsoring Agency and Participating Agency are subdivisions as defined in Section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a municipality, state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.
- E. This is a reimbursement grant that requires the Participating Agencies to purchase, receive, and pay invoices in full for equipment, services, and allowable personnel costs PRIOR to submitting the same for reimbursement to the Sponsoring Agency.

VII. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$300,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and 2 CFR 200.

Exhibit A

- B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of UASI Grant Program 2018 assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.
- C. Financial Status Reports are due within 14 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs as stipulated in "Exhibit 1".
- D. Submit progress reports to describe progress to date in implementing the grant and its impact on homeland security in the state.
- E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties as identified in "Exhibit 2".

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.
- C. This Agreement may be terminated by either party on thirty (30) days written notice to the other party at the address furnished by the parties to one another to receive notices under this agreement or if no address is specified, to the address of the parties' signatory executing this contract.
- D. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.

Exhibit A

- E. This Agreement will end on **June 30, 2020**, unless otherwise extended, by a written amendment duly approved and executed prior to June 30, 2020, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by the grant.

SPONSORING AGENCY

THE CITY OF MIAMI, a municipal
Corporation of the State of Florida

ATTEST:

BY: _____

Todd B. Hannon
City Clerk

BY: _____

Emilio Gonzalez, Ph.D.
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

BY: _____

Victoria Méndez
City Attorney

BY: _____

Ann-Marie Sharpe, Director
Department of Risk Management

Exhibit A

PARTICIPATING AGENCY

"Village of Key Biscayne"

ATTEST:


Name: Myriam Restrepo

Executive Assistant to
Title: Village Clerk

BY: UMA

NAME: Andrea Agba

TITLE: Village Manager

FID #: _____

DUNS: _____

APPROVED AS TO FORM AND
CORRECTNESS:



Participating Agency Attorney

Exhibit A

Contract Number: 19-DS-__-11-23-02-__

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>City of Miami Fire Rescue</u>
Sub-Recipient's unique entity identifier:	<u>072220791</u>
Federal Award Identification Number (FAIN):	<u>EMW-2018-SS-00064</u>
Federal Award Date:	<u>September 01, 2018</u>
Subaward Period of Performance Start and End Date:	<u>Date of Execution -- 12/31/2020</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$5,700,000.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$12,298,229.20</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$5,700,000.00</u>
Federal award project description (see FFATA):	<u>See Article 1, Agreement Articles:</u> <u>EMW-2018-SS-00064-S01</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security</u>
Name of pass-through entity:	<u>FL Div. of Emergency Management</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Boulevard</u> <u>Tallahassee, Florida 32311</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.067 Homeland Security Program</u>
Whether the award is R&D:	<u>NO (N/A)</u>
Indirect cost rate for the Federal award:	<u>28.33%</u>

Exhibit A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Miami Fire Rescue, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a Scope of Work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

Exhibit A

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
 - ii. Review and document all deliverables for which the Sub-Recipient requests payment.
- b. The Division's Grant Manager for this Agreement is:

Michael J. Day
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4346
Email: Michael.Day@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Chief Pete Gomez
444 SW 2nd Avenue, 10th Floor
Miami, FL 33130
Telephone: 305-416-5402
Fax: 305-569-4070
Email: pgomez@miamigov.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on December 31, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida

Exhibit A

Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$5,700,000.00.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A and B, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:
 - i. They are provided under established written leave policies;

Exhibit A

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance

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with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
- e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement Information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
- f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private

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entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

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e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment B.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the

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specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES.

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If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION.

- a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-

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Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the

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approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
 - ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.
- f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:
- i. Place unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Require unnecessary experience or excessive bonding;
 - iii. Use noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
 - v. Authorize, condone, or ignore organizational conflicts of interest;
 - vi. Specify only a brand name product without allowing vendors to offer an equivalent;
 - vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary action during the procurement process; or,
 - ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
- j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.
- k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.
- l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

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Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Program Budget
 - iii. Attachment B – Scope of Work
 - iv. Attachment C – Deliverables and Performance
 - v. Attachment D – Program Statutes and Regulations
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Warranties and Representations
 - viii. Attachment G – Certification Regarding Debarment
 - ix. Attachment H – Statement of Assurances
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – Monitoring Guidelines
 - xii. Attachment K – EHP Guidelines
 - xiii. Attachment L – Reimbursement Checklist

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

- a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

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Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

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entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its

Exhibit A

contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further

Exhibit A

Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by

Exhibit A

appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

Exhibit A

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF MIAMI FIRE RESCUE

By: 

Name and title: Emilio T. Gonzalez, City Manager

Date: 2/4/19

FID# 59-6000375

Include a copy of the designation of authority for the signatory, if applicable.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Michael Kennett, Deputy Director (by authority of Division Director)

Date: _____

Exhibit A

ATTEST:

CITY OF MIAMI FLORIDA, a
municipal corporation,



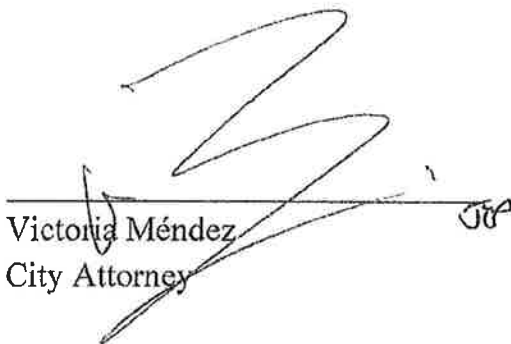
Todd B. Hannon
City Clerk



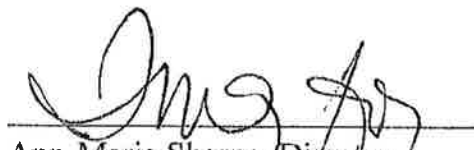
Emilio T. Gonzalez, Ph.D.
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:



Victoria Méndez
City Attorney



Ann-Marie Sharpe, Director
Department of Risk Management

Exhibit A

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: \$5,700,000.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2018 Department of Homeland Security Notice of Funding Opportunity.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliance with the terms of the Agreement.
3. Sub-Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

ATTACHMENT A

PROPOSED PROGRAM BUDGET

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at <http://beta.fema.gov/authorized-equipment-list>.

At the discretion of the Sub-recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 5% of each Sub-recipient's total award may be expended on Management and Administration costs.

The *transfer of funds between the categories* listed in the "Proposed Program Budget" is permitted. However, the *transfer of funds between Issues is strictly prohibited*.

Grant	Sub-recipient Agency	Category/Issue	Amount Allocated
FY 2018 - State Homeland Security Grant Program – Urban Area Security Initiative Issue 41	Miami/Fort Lauderdale UASI	Award Allocation – Issue 41	\$6,000,000.00
		State Management & Administration withheld 5%	\$300,000.00
		Expendable Award Allocation after 5% reduction	\$5,700,000.00
		LETP-Type Activities (25% of award allocation) This amount is not in addition to the remaining award amount but instead signifies the amount needed to meet the 25% requirement.	\$1,500,000.00
		Management and Administration (the dollar amount which corresponds to 5% of the total local agency allocation is shown in the column on the right).	\$285,000.00
Total Award		\$5,700,000.00	
State M & A costs		\$300,000.00	

Exhibit A

BUDGET DETAIL WORKSHEET

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

Allowable Planning Costs	Quantity	Unit Cost	Total Cost	Issue #
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives				
Developing related terrorism and other catastrophic event prevention activities				
Developing and enhancing plans and protocols				
Common – Planning – (Planning, Training and Exercise) Line item 2018-01	1	\$320,504.00	\$320,504.00	41
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)				
Common- Planning – (EM Planners and Consultants) Line item 2018-01	1	\$599,724.00	\$599,724.00	41
Prevention – Intelligence and Information Sharing (LPR Analyst), Line item 2018-03	1	\$55,905.00	\$55,905.00	41
Prevention – Intelligence and Information Sharing (Metadata Planner), Line item 2018-03	1	\$33,389.00	\$33,389.00	41
Materials required to conduct planning activities				
Prevention – Public Information and Warning, (CPAT/BPAT Program Activities), Line item 2018-05	1	\$40,000.00	\$40,000.00	41
Travel/per diem related to planning activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				
Issuance of WHTI-compliant Tribal identification cards				
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs				
Coordination with Citizen Corps Councils for public information/education and development of volunteers				
Update governance structures and process and plans for emergency communications				
Activities to achieve planning inclusive of people with limited English proficiency				
TOTAL PLANNING EXPENDITURES			\$1,049,522.00	41
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Issue #
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes				

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Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities and others with access and functional needs				
Full or Part-Time Staff or Contractors/Consultants				
Common – Planning (Training Classes), Line item 2018-01	1	\$176,595.00	\$176,595.00	41
Certification/Recertification of Instructors				
Travel				
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Instructor certification/re-certification				
Coordination with Citizen Corps Councils in conducting training				
Interoperable communications training				
Activities to achieve training inclusive of people with limited English proficiency				
TOTAL TRAINING EXPENDITURES			\$176,595.00	41
Allowable Organizational Activities (HSGP and LETP)	Quantity	Unit Cost	Total Cost	Issue #
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)				
Prevention – Interdiction and Disruption (Operational Overtime approved by FEMA), Line Item 2018-04	1	\$66,816.00	\$66,816.00	41
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)				
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)				
Prevention – Intelligence and Information Sharing (Fusion Analysts), Line Item 2018-03	1	\$252,799.00	\$252,799.00	41
TOTAL ORGANIZATIONAL EXPENDITURES			\$319,615.00	
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	Issue #
Design, Develop, Conduct and Evaluate an Exercise				
Exercise Planning Workshop – Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants – Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				

Exhibit A

Common – Planning (Exercises), Line Item 2018-01	1	\$132,879.00	\$132,879.00	41
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs				
Travel – Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s).				
Supplies – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Interoperable communications exercises				
Activities to achieve planning inclusive of people with limited English proficiency				
TOTAL EXERCISE EXPENDITURES			\$132,879.00	41
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://www.fema.gov/authorized-equipment-list .	Quantity	Unit Cost	Total Cost	Issue #
Personal protective equipment				
Explosive device mitigation and remediation equipment				
Prevention – Screening, Search, and Detection (X-Ray Systems), AEL #02EX-01-XRAP, Line Item 2018-06	1	\$83,100.00	\$83,100.00	41
Protection – Physical Protective Measures (Bomb Suits); AEL #02PE-01-BSUT, Line Item 2018-09	1	\$38,500.00	\$38,500.00	41
CBRNE operational search and rescue equipment				
Prevention – Interdiction and Disruption (Surveillance Platforms), AEL #03OE-07-ROVL, 12TR-00-TEQP	1	\$300,481.00	\$300,481.00	41
Prevention – Screening, Search and Detection (SWAT Pole Camera), AEL #03SR-03-SCA M, Line Item 2018-06	1	\$15,201.00	\$15,201.00	41
Response – CBRNE – Mass Search and Rescue (SWAT Night Vision); AEL #03OE-02-TILA; Line Item 218-12	1	\$32,416.00	\$32,416.00	41
Response – CBRNE – Situational Assessment (SUAS); AEL #03OE-07-SUAS; Line Item 2018-14A	1	\$49,690.00	\$49,690.00	41
Response – Communications – Operational Communication (Communication and Intelligence Equipment for SRT); AEL #03OE-01-CTAC; 13LE-00-SURV; Line Item 2018-15	1	\$46,600.00	\$46,600.00	41

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Response - Communications - Operational Communications (Mobile Message Boards); AEL #03OE-03-SIGN; Line item 2018-15	1	\$34,000.00	\$34,000.00	41
Information technology				
Common - Operational Coordination (Incident Command Software System); AEL # 04AP-05-CDSS, 04AP-03-GISS, 04SW-04-NETW, 04HW-01-INHW, 04AP-01-CADS, 21GN-00-CNST; Line item 2018-02	1	\$306,245.00	\$306,245.00	41
Prevention - Interdiction and Disruption (Fusion Special Events Platform Upgrades); AEL #04HW-01-INHW, 04MD-03-DISP, Line item 2018-04	1	\$10,000.00	\$10,000.00	41
Cybersecurity enhancement equipment				
Protection - Cybersecurity (Regional CRT Project); AEL #04HW-01-INHW, 05HS-00-FRNS, 05HS-00-MALW, 05NP-00-SEIM; Line item 2018-08	1	\$140,000.00	\$140,000.00	41
Interoperable communications equipment				
Response-Communications - Operational Communications (Sat Phone Sustainment); AEL #06CC-03-SATB; Line item 2018-15	1	\$23,545.00	\$23,545.00	41
Response-Communications - Operational Communications (Interoperable P25 Project); AEL #06CP-01-PORT; 04HW-01-INHW; 10BC-00-BATT; 06CP-01-MOBL; Line item 2018-15	1	\$150,747.00	\$150,747.00	41
Response - Communications - Operational Communications (FirstNet Mobile/Interoperability); AEL #06CC-01-CELL, 06CC-02-DSAD, 06CC-03-SATM, 06CC-03-SATP, 06CC-04-EQSD, 06CC-04-SADS; 06CP-02-BRDG, and 06CP-03-TOWR; Line item 2018-15	1	\$20,002.00	\$20,002.00	41
Response Communications - Operational Communications (Bridging Projects); AEL #06CP-02-BRDG; 21GN-00-INST; Line item 2018-15	1	\$241,404.00	\$241,404.00	41
Detection Equipment				
Prevention - Interdiction and Disruption (Bomb Dogs); AEL #07ED-02-DOGS, Line item 2018-04	1	\$95,000.00	\$95,000.00	41
Protection - Screening, Search and Detection (Hazmat Chemical Detection); AEL #04CD-01-DPRS, 07CD-01-FTIR; Line item 2018-10	1	\$70,000.00	\$70,000.00	41
Protection - Screening, Search and Detection (Aviation Radiation Detection/Identification); AEL #07RD-04-SGND; Line item 2018-10	1	\$283,564.00	\$283,564.00	41
Decontamination Equipment				
Medical supplies				
Power equipment (generators, batteries, power cells)				

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CBRNE Reference Materials				
CBRNE Incident Response Vehicles				
Terrorism Incident Prevention Equipment				
Response-Communications – Operational Communications (Emergency Alert System); AEL #13IT-00-ALRT; Line item 2018-15	1	\$47,698.00	\$47,698.00	41
Physical Security Enhancement Equipment				
Protection – Access Control and Identity Verification (Access Control Systems); AEL #14SW-01-PACS, 21GN-00-INST; Line item 2018-07	1	\$55,039.00	\$55,039.00	41
Protection – Physical Protective Measures (CCTV Systems); AEL #14SW-01-VIDA, 14SW-01-PACS, 21GN-00-INST, 04HW-01-INHW, 21GN-00-CNST and 04MD-03-DISP; Line item 2018-09	1	\$576,825.00	\$576,825.00	41
Recovery – Infrastructure Systems (Redundant Communications); AEL #14CI-01-COOP; 2018-16	1	\$10,360.00	\$10,360.00	41
Inspection and Screening Systems				
Animal and Plants				
CBRNE Prevention and Response watercraft				
CBRNE Aviation Equipment				
CBRNE Logistical Support Equipment				
Response – CBRNE – Logistics and Supply Chain Management (Fuel Tank Trailer), AEL #19GN-00-FUEL, 12TR-00-TEQP; Line item 2018-13	1	\$29,535.00	\$29,535.00	41
Intervention Equipment				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
Common – Operational Coordination (CERT/CCP), AEL # 21GN-00-CCEQ, 06CP-01-PORT, 09ME-01-BAGM, and 19GN-00-BGPK; Line item 2018-02	1	\$167,713.00	\$167,713.00	41
Common – Operational Coordination (EOC Enhancements), AEL # 04HW-01-INHW, 21GN-00-OCEQ, 04AP-05-CDSS, 13IT-00-ALRT, 04AP-01-CADS, 04MD-02-PROJ, 04MD-03-DISP, 04HW-01-HHCD, 04MD-01-VCAM, 21GN-00-CNST, 21GN-00-INST, 21GN-00-MAIN, 06CP-05-VCOM, 05PM-00-PTCH, 06CC-03-SATP Line item 2018-02	1	\$294,846.00	\$294,846.00	41

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Prevention – Intelligence and Information Sharing (Fusion Center Operations); AEL #21GN-00-OCEQ, 04HW-01-INHW, 13IT-00-INTL, 13IT-00-ALRT; Line item 2018-03	1	\$162,173.00	\$162,173.00	41
Mitigation – Long-Term Vulnerability Reduction (Maintenance, Sustainment, Repair and Replace HSGP Equipment); AEL #21GN-00-MAIN, Line item 2018-11	1	\$451,705.00	\$451,705.00	41
TOTAL EQUIPMENT EXPENDITURES			\$3,736,389.00	41
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue #
Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements (4 personnel)	1	\$270,000.00	\$270,000.00	41
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses				
Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.	1	\$10,000.00	\$10,000.00	41
The following are allowable only within the agreement period: Recurring fees/charges associated with certain equipment, such as cell phones, faxes. Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.	1	\$5,000.00	\$5,000.00	41
TOTAL M&A EXPENDITURES			\$285,000.00	41
TOTAL EXPENDITURES			\$5,700,000.00	41

Exhibit A

ATTACHMENT B

SCOPE OF WORK

Sub-Recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2018 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description –

Issue 41 – Urban Area Security Initiative (UASI): The UASI Program assists high-threat, high-density Urban Areas in efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

II. Categories and Eligible Activities

FY 2018 allowable costs are divided into the following categories for this agreement: **Planning, Organizational, Exercise, Training, Equipment and Management and Administration.** Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Allowable Planning Related Costs

SHSP funds may be used for a range of emergency preparedness and management planning activities and such as those associated with the development of the THIRA, SPR, continuity of operations plans and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in CPG 101 v 2.0.

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.
- Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives.
- Developing related terrorism and other catastrophic event prevention activities.
- Developing and enhancing plans and protocols.
- Developing or conducting assessments.
- Hiring of full-or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties).
- Materials required to conduct planning activities.
- Travel/per diem related to planning activities.
- Overtime and backfill costs (in accordance with operational Cost Guidance).
- Issuance of WHTI-compliant Tribal Identification card.
- Activities to achieve planning inclusive of people with disabilities.
- Coordination with Citizen Corps Councils for public information/education and development of volunteer programs.
- Update governance structures and processes and plans for emergency communications.
- Activities to achieve planning inclusive of people with limited English proficiency

B. Allowable Organization Related Costs (SHSP and UASI Only)

Organizational activities include:

- Program management;
- Development of whole community partnerships, through groups such as Citizen Corps Councils;
- Structures and mechanisms for information sharing between the public and private sector;

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- Implementing models, programs, and workforce enhancement initiatives to address ideologically-inspired radicalization to violence in the homeland;
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event; and
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission. All SAAs are allowed to utilize up to 50 percent (50%) of their SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Request for waivers to the personnel cap must be submitted by the SAA to GPD in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three year staffing history for the requesting entity.

Organizational activities under SHSP and UASI include:

- **Intelligence Analysts.** Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.

As identified in the *Maturation and Enhancement of State and Major Urban Area Fusion Centers* priority, all fusion center analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the grantee's respective Headquarters Program Analyst upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps in analytic capability identified during the fusion center's annual assessment.

- **Overtime Costs.** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the federal man-hour estimate, and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted. Under no circumstances should DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.

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- **Operational Overtime Costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
 - Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
 - Hiring of contracted security for critical infrastructure sites;
 - Participation in Regional Resiliency Assessment Program (RRAP) activities;
 - Public safety overtime;
 - Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); and
 - Increased border security activities in coordination with CBP.

SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator per the Instructions in IB 379.

Law Enforcement Terrorism Prevention (LETP) Activities Allowable Costs (SHSP and UASI)

LETP Activities eligible for use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/ hiring of intelligence analysts;
- Coordination between fusion centers and other analytical and investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, and real-time crime analysis centers;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities; and
- Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.

C. Allowable Exercise Related Costs

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/exercise>.

- Design, Develop, Conduct, and Evaluate an Exercise
- Exercise Planning Workshop
- Full- or part-time staff or contractors/consultants
- Overtime and backfill costs, including expenses for part-time and volunteer emergency Response personnel participating in DHS/FEMA exercise
- Implementation of HSEEP
- Activities to achieve exercises inclusive of people with disabilities
- Travel
- Supplies associated with allowable approved exercises
- Interoperable communications exercises

Additional Exercise Information

Sub-Recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. Sub-Recipients are encouraged to invite representatives/planners involved with other Federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

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- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the state/Urban Area's THIRA and SPR. The scenarios used in HSGP-funded exercises must focus on validating capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities, individuals with limited English proficiency and others with access and functional needs, and is essential to the development of an effective and comprehensive exercise program. Exercises are designed to be progressive – increasing in scope and complexity and drawing upon results and outcomes from prior exercises and real-world incidents – to challenge participating communities. Consistent with Homeland Security Exercise and Evaluation Program guidance and tools, the National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Exercise scenarios should align with priorities and capabilities identified in the Multi-year TEP.
- **Special Event Planning.** If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the multi-year TEP. States must include all confirmed or planned special events in the Multi-year TEP. The state or Urban Area may plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.
- **Regional Exercises.** States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year TEP.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies.

FDEM State Training Office conditions for Exercises: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the exercise.
- In order to receive payment for successfully conducting an authorized exercise, the Sub-Recipient must provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the exercise. *The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.*
- If you require food/water for this event, request must come to the Division within 25 days prior to the event, in the following format:

Exercise Title:
Location:
Exercise Date:
Exercise Schedule:
Estimated Number of Participants that will be fed:
Estimated Cost for food/water:
Description of the Exercise:

Exhibit A

Unauthorized Exercise Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging signs).

D. Allowable Training Related Costs (SHSP and UASI)

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have access or functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, Sub-Recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation model of instructional design using the *Course Development Tool*.

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities
- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduct of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Interoperable communications training

Additional Training Information

Per DHS/FEMA Grant Programs Directorate Policy *FP 207-008-064-1, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on September 9, 2013, states, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the Jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, Sub-Recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the *NTED Responder Training Development Center (RTDC)* website.

DHS/FEMA Provided Training. These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

Approved State and Federal Sponsored Course Catalogue. This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope, and have been approved through the

Exhibit A

FEMA course review and approval process. An updated version of this catalog can be accessed at: www.firstrespondertraining.gov.

Training Not Provided by DHS/FEMA. These trainings include courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at: www.firstrespondertraining.gov.

Training Information Reporting System ("Web-Forms"). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2018 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin> in order to support grantees in their own tracking of training.

FDEM State Training Office conditions: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-Recipient must provide the Division with a certificate of course completion; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the course.
- In order to receive payment for successfully conducting an authorized course, the Sub-Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the course."
- For courses that are non-DHS approved training, Sub-Recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, Sub-Recipient must provide a copy of the course materials and sign-in sheets.
- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

E. Allowable Equipment Related Costs (SHSP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on

Exhibit A

<http://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Sub-Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The Sub-Recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The Sub-Recipient shall notify the FDEM Office of Domestic Preparedness at: 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

Controlled Equipment (SHSP, UASI, and OPSG)

Grant funds may be used for the purchase of Controlled Equipment; however, because of the nature of the equipment the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to IB 407a: Use of Grant Funds for Controlled Equipment.

F. Management and Administration (M&A)

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. Sub-Recipients awarded M&A costs under this agreement can retain a maximum of up to 5% of their total agreement award amount for M&A costs.

M&A activities includes:

- Hiring of full-time or part-time staff or contractors/consultants:
- To assist with the management of the respective grant program.
- To assist with application requirements.
- To assist with the compliancy with reporting and data collection requirements.

G. Procurement

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- any local procurement policy.

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To the extent that one standard is more stringent than another, the Sub-Recipient must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the Sub-Recipient must adhere to the requirements of the State statute.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the Sub-Recipient shall not execute a piggy-back contract unless the Division has approved the Scope of Work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the Sub-Recipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

H. Piggy-backing

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

- An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:
- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

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I. Overtime and Backfill

The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Requests for overtime or backfill must be reduced by the number of hours of leave taken in the pay period. For the purposes of this agreement, leave and pay period are defined according to the Fair Labor Standards Act (FLSA).

Failure to comply

Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

Unallowable Costs (SHSP, UASI and OPSG)

Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP.

J. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Sub-Recipient's reporting is current.
- If a report goes two (2) consecutive quarters without Sub-Recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements must be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendars of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:

Exhibit A

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

K. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Michael J. Day FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4346 Michael.day@em.myflorida.com	Amy Garmon FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4356 Amy.Garmon@em.myflorida.com

L. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in Scope of Work.
- The FDEM shall administer the financial processes.

Exhibit A

ATTACHMENT C

DELIVERABLES AND PERFORMANCE

State Homeland Security Program (SHSP): SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Planning Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard Identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-Recipient can successfully complete a planning activity either by creating or updating such plan(s).

Organization Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual eligible costs for Personnel, Intelligence Analysts, Overtime and Operational Overtime.

Exercise Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the Sub-Recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.hhs.dhs.gov/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Training Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the Sub-Recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://training.fema.gov/>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

Equipment Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <http://beta.fema.gov/authorized-equipment-list>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Management Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost for Management and Administration (M&A) activities.

Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B of this agreement.

Exhibit A

Attachment D

Program Statutes and Regulations

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity In Education Act) 20 U.S.C. § 1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

Exhibit A

ATTACHMENT E JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to consumers, for the purchase start-up supplies and equipment. The sub-recipient would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months (90 days of Funding Agreement)
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the Funding Agreement term. Supporting documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the Funding Agreement term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Exhibit A

ATTACHMENT F WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Codes of conduct.

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Sub-Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from Monday to Friday from 8am to 5pm

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Exhibit A

ATTACHMENT G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Sub-Recipient's Name

Name and Title

FDEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Exhibit A

ATTACHMENT H STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the FY 2018 Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients must comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

All Sub-Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, information, facilities, and staff.

1. Sub-Recipient must cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
2. Sub-Recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy records, accounts, and books, papers, or documents related to the grant.
3. Sub-Recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support reports. Sub-Recipients should also comply with all other special reporting, data collection and evaluation requirements, as prescribes by law or detailed in program guidance.
4. If, during the past three years, the Sub-Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to FDEM for forwarding to the DHS awarding office and the DHS Component.
5. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
6. Sub-Recipient will acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
7. Sub-Recipient will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Exhibit A

9. Sub-Recipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

10. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Exhibit A

ATTACHMENT I MANDATORY CONTRACT PROVISIONS

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

OMB Guidance

Pt. 200, App. II

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$1,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 3). "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction". In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each contractor or subcontractor must be prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$10,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 3). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 35 CFR §101.1(a) and the recipient or subcontractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subcontractor must comply with the requirements of 35 CFR Part 101, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7601-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$50,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7601-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Order 12549 and 12689)—A contract award (see 2 CFR 130.229) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 190 that implement Executive Order 12549 (3 CFR Part 1206 Comp., p. 129) and 12689 (3 CFR Part 1206 Comp., p. 215), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) 87th Anti-Lobbying Amendment (41 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1302. Each year must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(X) See §200.422 Procurement of recoverable materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL.

This appendix provides criteria for identifying and computing indirect (or indirect F&A) costs at IHEs (institutions). Indirect F&A costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an institutional activity, or any other institutional activity. See subsection B.1. Definition of Facilities and Administration, for a discussion of the components of indirect F&A costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section.

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect F&A cost activities identified in this Appendix paragraph B. Identification and assignment of indirect F&A costs; and specialized services facilities described in §200.608 Specialized services facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect F&A costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost apportionment.* The overall objective of the indirect F&A cost allocation process is to distribute the indirect F&A costs described in Section B. Identification and assignment of indirect F&A costs, to

Exhibit A

ATTACHMENT J MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year, FDEM will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that will be examined include:

- Management and administrative procedures;
Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

FDEM may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Sub-Recipients will be required to participate in desk top monitoring as determined by FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FDEM determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services

Exhibit A

- Coordination and partnership with other agencies within or outside the region or discipline
- Recordkeeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring Protocol

On-site monitoring will be conducted by FDEM or designated personnel. On-site monitoring visits will be scheduled in advance with the Sub-Recipient Agency POC designated in the grant agreement. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-site monitoring visits will begin with those sub-recipients that are currently spending and risks are identified and significant for that federal fiscal year (FY 18). Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A monitoring notification letter will be sent to the Sub-Recipient Agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment should be confirmed with the Sub-Recipient in writing (email is acceptable) and documented in the grant folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, FDEM personnel will explain the purpose of the site visit and the items FDEM intends to examine will be identified. All objectives of the site visit will be explained during this time.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item selected for review should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000 per item). If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the sub-recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Sub-Recipient. If there are no findings, the Sub-Recipient will submit a Corrective Action Plan within a timeframe as determined by FDEM. Noncompliance on behalf of sub-recipient is resolved by management under the terms of the Sub-Grant Agreement.

ATTACHMENT K

EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

Exhibit A

- New Construction, Installation and Renovation, including but not limited to:
 - Emergency Operation Centers
 - Security Guard facilities
 - Equipment buildings (such as those accompanying communication towers)
 - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

EHP DETERMINATION PROCESS

- I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
- II. The SAA will review and notify the Sub-Recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.

APPROVAL PROCESS TO FEMA

- I. Prepare a formal written Scope of Work with details outlined in the attached EHP Compliance Requirements.
- II. The Final Screening Memo should be attached to all project information sent to the Grant Programs Directorate (GPD) for an EHP regulatory compliance review.
- III. Complete the attached National Environmental Policy Act (NEPA) Compliance checklist.
- IV. Prepare maps indicating the location(s) of proposed project (Guidance provided).
- V. Take photographs of the location(s) of proposed project (Guidance provided).
- VI. Forward all documents to the SAA. All documents are then forwarded to GPD electronically via the Centralized Scheduling and Information Desk (CSID) at askcsid@dhs.gov.
- VII. CSID will send an email confirming receipt of the project description.
- VIII. FEMA Program Analyst sends notification to SAA when review is complete. SAA notifies Sub-Recipient of FEMA's final decision.
- IX. THE PROJECT MAY BEGIN ONCE FINAL FEMA APPROVAL IS RECEIVED. Grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements. Grantees must receive written approval from FEMA prior to the use of grant funds for project implementation.

Exhibit A

ATTACHMENT L REIMBURSEMENT CHECKLIST

PLANNING

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and sign-up sheets with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contractor been included? (Note - grant agreement must be referenced on the invoice.)
- ☐ 5. Has proof of payment been included?
 - ☐ Canceled check
 - ☐ Electronic Funds Transfer (EFT) Confirmation
 - ☐ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
 - ☐ Sole Source (approved by FDEM for purchases exceeding \$25,000)
 - ☐ *Vendor/Manufacturer justification letter is required
 - ☐ State Contract (page showing contract #, price list)
 - ☐ Competitive bid results

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

TRAINING

- ☐ 1. Is the course DHS approved?
- ☐ 2. Is there a course or catalog number? If not, has FDEM approved the non-DHS training?
- ☐ 3. Have Sign-In Sheets, Rosters and Agenda been provided?
- ☐ 4. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
 - ☐ Have documentation from entity's financial system been provided as proof attendees were paid?
 - ☐ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 5. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 6. Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment must be submitted.
 - ☐ Canceled check
 - ☐ Electronic Funds Transfer (EFT) Confirmation

Exhibit A

- ☐ Credit Card Statement & payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
☐ Sole Source (approved by FDEM for purchases exceeding \$25,000) *Vendor/Manufacturer justification letter is required
☐ State Contract (page showing contract #, price list)
☐ Competitive bid results

EXERCISE

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise?
☐ Situation Manual
☐ Exercise Plan
- ☐ 2. If exercise has been conducted are the following included:
☐ After-action report
☐ Sign-in sheets
☐ Agenda
☐ Rosters
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
☐ Have documentation from entity's financial system been provided to prove attendees were paid?
☐ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be included.
☐ Canceled check
☐ Electronic Funds Transfer (EFT) Confirmation
☐ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Have any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be included.
☐ Canceled check
☐ Electronic Funds Transfer (EFT) Confirmation
☐ Credit Card Statement & payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
☐ Sole Source (approved by FDEM for purchases exceeding \$25,000) *Vendor/Manufacturer justification letter is required
☐ State Contract (page showing contract #, price list)
☐ Competitive bid results

EQUIPMENT

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included?

Exhibit A

- ☐ Canceled check
- ☐ Electronic Funds Transfer (EFT) Confirmation
- ☐ Credit Card Statement & payment to credit card company for that statement

- ☐ 5. If EHP form needed, has a copy of the approval DHS been included?
- ☐ 6. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
- ☐ Sole Source (approved by FDEM for purchases exceeding \$25,000) *Vendor /Manufacturer justification letter is required
 - ☐ State Contract (page showing contract #, price list)
 - ☐ Competitive bid results

TRAVEL/CONFERENCES

- ☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
- ☐ Airplane receipts
 - ☐ Proof of mileage (Google or Yahoo map printout or mileage log)
 - ☐ Toll and/or Parking receipts
 - ☐ Hotel receipts (is there a zero balance?)
 - ☐ Car rental receipts
 - ☐ Registration fee receipts
 - ☐ Note: Make sure that meals paid for by conference are not included in per diem amount
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included?
- ☐ Canceled check
 - ☐ Electronic Funds Transfer (EFT) Confirmation
 - ☐ Credit Card Statement & payment to credit card company for that statement
 - ☐ Copy of paycheck if reimbursed through payroll

MATCHING FUNDS

- ☐ 1. Contributions are from Non Federal funding sources identified?
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

SALARY POSITIONS

1. Has a signed timesheet by employee and supervisor included?
2. Has proof for time worked by the employee been included? Is time period summary included?
- ☐ Statement of Earnings
 - ☐ Copy of Payroll Check
 - ☐ Payroll Register
- ☐ For fusion center analysts, have the certification documents been provided to the SAA to demonstrate compliance with training and experience standards?

ORGANIZATION

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
- ☐ Have documentation from entity's financial system been provided to prove attendees were paid?
- ☐ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Exhibit A

FOR ALL REIMBURSEMENTS - THE FINAL CHECK

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 5. Has the reimbursement package been entered into Sub-Recipients records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- ☐ 7. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
- ☐ 8. Do all of your vendors have a current W-9 (Tax Payer Identification) on file?

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.



AGENDA ITEM SUMMARY FORM

File ID: #5120

Date: 11/20/2018

Requesting Department: Department of Fire-Rescue

Commission Meeting Date: 01/10/2019

Sponsored By:

District Impacted: All

Type: Resolution

Subject: Grant - Urban Area Security Initiative

Purpose of Item:

Resolution to establish a Special Revenue Project entitled: "The Urban Area Security Initiative ("UASI") Grant Program FY 2018"; appropriating funds in the amount of \$5,700,000.00 received from the U.S. Department of Homeland Security, passed directly through the State of Florida Division of Emergency Management and authorizing the City Manager to execute Memoranda of Agreements ("MOA's") with contiguous partners, setting forth their responsibilities in connection with the support of the UASI Project administered by the City of Miami Department of Fire-Rescue.

Background of Item:

The United States Department of Homeland Security, through the State of Florida Division of Emergency Management (DEM), has sub-granted the Urban Area Security Initiative ("UASI") Grant Program FY 2018 to the City of Miami and its contiguous partners in the amount of \$5,700,000.00. This program targets homeland security funding to "high threat" urban areas in order to prevent, respond to, and recover from threats or acts of terrorism and other disasters of natural or man-made origin.

These funds will be used, as stipulated by the grant, for the purchase of specialized equipment, to conduct exercises, training and administrative services, and for the development of the Urban Area Homeland Security Strategy, and other planning activities, needed to ensure a successful program.

It is now appropriate to accept said grant award, establish a special revenue project, and appropriate said grant award therein.

In addition, the City Commission authorizes the City Manager to execute Memoranda of Agreements ("MOA's") with contiguous partners, Broward County Emergency Management ("BEMA"), Broward County Sheriff's Office ("BSO"), the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County, Monroe County, Palm Beach County Emergency Management, Palm Beach County Sheriff's Office, and the Village of Key Biscayne, setting forth the parties' responsibilities in connection with the development and support of the UASI Program FY 2018 which is administered by the City of Miami Department of Fire-Rescue.

Budget Impact Analysis

Exhibit A

Item is NOT funded by Bonds
Item is Related to Revenue
Item is an Expenditure

Total Fiscal Impact:

\$ 5,700,000.00

Start Up Capital Cost: \$5,700,000.00

Special Revenue Account No: 11100.189000.431000.0000.00000

Reviewed By

Department of Fire-Rescue	Ty McGann	Fire Department Review	Completed	11/21/2018 7:49 AM
Department of Fire-Rescue	Johnny Duran	Fire Budget Review	Completed	12/07/2018 4:36 AM
Department of Fire-Rescue	Eloy Garcia	Fire Chief Review	Completed	12/07/2018 6:29 AM
Office of Management and Budget	Pedro Laret	Budget Analyst Review	Completed	12/07/2018 3:09 PM
Office of Management and Budget	Christopher M Rose	Budget Review	Completed	12/24/2018 8:50 AM
Legislative Division	Valentin J Alvarez	Legislative Division Review	Completed	12/24/2018 8:54 AM
City Manager's Office	Nikolas Pascual	City Manager Review	Completed	12/24/2018 9:48 AM
Office of the City Attorney	Juan Carlos Perez	ACA Review	Completed	12/24/2018 10:59 AM
Office of the City Attorney	Barnaby L. Min	Deputy City Attorney Review	Completed	12/24/2018 11:10 AM
Office of the City Attorney	Victoria Méndez	Approved Form and Correctness	Completed	12/26/2018 4:29 PM
City Commission	Maricarmen Lopez	Meeting	Completed	01/10/2019 9:00 AM

City of Miami

Legislation

Resolution: R-19-0025



City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 5120

Final Action Date: 1/10/2019

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ESTABLISHING A NEW SPECIAL REVENUE PROJECT TITLED "URBAN AREA SECURITY INITIATIVE ("UASI") GRANT PROGRAM FISCAL YEAR 2018" AND APPROPRIATING FUNDS FOR THE OPERATION OF SAME IN THE AMOUNT OF \$5,700,000.00 CONSISTING OF A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY ("USDHS") TO THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("FDEM"); AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AWARD AND TO EXECUTE THE FEDERALLY-FUNDED SUBGRANT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, AND ANY AND ALL NECESSARY DOCUMENTS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, IN ORDER TO IMPLEMENT THE ACCEPTANCE OF SAID GRANT AWARD; AUTHORIZING THE CITY MANAGER TO EXTEND SAID UASI GRANT PROGRAM (FISCAL YEAR 2018) AS NECESSARY AND TO EXECUTE ANY AND ALL OTHER RELATED MODIFICATIONS, AMENDMENTS, OR EXTENSIONS ON ALL MATTERS EXCEPT THOSE DEALING WITH FUNDING CHANGES, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; AUTHORIZING THE EXPENDITURE OF FUNDS TO VARIOUS GOVERNMENTAL AGENCIES DESIGNATED FOR HOMELAND SECURITY EXPENSE PURSUANT TO THE UASI GRANT GUIDELINES; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF AGREEMENT(S) ("MOA'S"), IN SUBSTANTIALLY THE ATTACHED FORM(S), WITH CONTIGUOUS PARTNERS SETTING FORTH THE PARTIES' RESPONSIBILITIES IN CONNECTION WITH THE DEVELOPMENT AND SUPPORT OF THE UASI PROJECT ADMINISTERED BY THE CITY OF MIAMI'S DEPARTMENT OF FIRE-RESCUE CONTINGENT UPON FUNDING OF SAID PROJECT BEING SECURED.

WHEREAS, the United States Department of Homeland Security ("USDHS") is authorized by the Emergency Wartime Supplemental Appropriations Act 2003 to provide funds to states for subsequent distribution to selected urban areas to address the unique equipment, training, planning, exercise, and operational needs for large urban areas and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the USDHS through the State of Florida Division of Emergency Management has sub-granted an Urban Area Security Initiative ("UASI") Grant Project Fiscal Year 2018 to the City of Miami ("City") in the amount of \$5,700,000.00; and

WHEREAS, the City's Department of Fire-Rescue will use said funds to continue to address the unique equipment, training, planning, exercise, and operational needs of the City and its contiguous partners and to continue building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, in accordance with the UASI Grant Program Fiscal Year 2018, the attached

Exhibit A

File ID: 5120

Enactment Number: R-19-0025

Memoranda of Agreements ("MOAs") with the City's contiguous partners including Broward County Emergency Management, Broward County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County, Monroe County, Palm Beach County Emergency Management, Palm Beach County Sheriff's Office, and the Village of Key Biscayne will provide the necessary guidelines to coordinate the UASI Grant Program FY 2018 and will permit the City to reimburse its partners for their eligible expenditures that are compliant with said Project;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The following new Special Revenue Project is established and resources are appropriated as described below:

FUND TITLE: UASI Grant Program Fiscal Year 2018

RESOURCES: USDHS directly to the State of Florida	\$5,700,000.00
Division of Emergency Management	

APPROPRIATIONS:	\$5,700,000.00
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Section 3. The City Manager is authorized¹ to accept said grant award and to execute any and all necessary documents, in a form acceptable to the City Attorney, to implement acceptance of said grant award.

Section 4. The City Manager is further authorized to extend said UASI Grant Program (Fiscal Year 2018) grant awards as necessary and to execute any and all other related modifications, amendments, or extensions on all matters except those dealing with funding changes in connection with the development and support of the UASI projects administered by the City's Department of Fire-Rescue as an UASI Sponsoring Agency, contingent upon the funding of the UASI projects being secured in the form of grants from the Federal Department through the Florida Division of Emergency Management and in a form acceptable to the City Attorney.

Section 5. The City Manager is authorized {1} to execute MOAs, in substantially the attached form(s), with contiguous partners including Broward County Emergency Management, Broward County Sheriff's Office, the City of Coral Gables, the City of Coral Springs, the City of Fort Lauderdale, the City of Hialeah, the City of Hollywood, the City of Miami Beach, the City of Miami Gardens, the City of Miramar, the City of Pembroke Pines, the City of Sunrise, Miami-Dade County, Monroe County, Palm Beach County Emergency Management, Palm Beach County Sheriff's Office, and the Village of Key Biscayne for the purpose of setting forth the parties' responsibilities in connection with the development and support of the UASI Grant Program Fiscal Year 2018 administered by the City's Department of Fire-Rescue, an UASI

¹ The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

Exhibit A

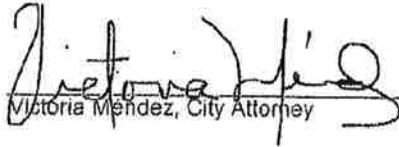
File ID: 5120

Enactment Number: R-19-0025

sponsoring agency, contingent upon funding of said project being secured.

Section 6. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.²

APPROVED AS TO FORM AND CORRECTNESS:


Victoria Mendez, City Attorney 12/26/2018

² If the mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

FUND TITLE:

**Urban Area Security Initiative (UASI)
Grant Program FY 2018**

RESOURCES:

**Department of Homeland Security (DHS)
directly to the State of Florida Division
of Emergency Management (FDEM)**

\$5,700,000.00

APPROPRIATIONS:

\$5,700,000.00

Exhibit A

FY 2018 Budget-Miami-Ft. Lauderdale UASI

Exhibit #2

Jurisdiction	Regional Project Procurement	Category	Sub-Category	Discipline	Line Item #	Detailed Item Description	AEL #	Qty	Unit Cost	Current Budget
BEMA		Planning	Personnel	Emergency Management	2018-01A	Broward County Critical Infrastructure & Key Resources (CIKR)		1	\$62,838.00	\$62,838.00
BEMA		Planning	Personnel	Emergency Management	2018-01B	EM Whole Community Planning: Integration of Volunteer & Faith Based Organizations		1	\$62,838.00	\$62,838.00
BSO		Planning	Training	Emergency Management	2018-01C	BSO PTE - CEMP/COOP/COG (P-\$75,000, T-\$5000, E-\$10,000)		1	\$90,000.00	\$90,000.00
BSO		Equipment	Equipment	Law Enforcement	2018-02A	EOC Enhancements & Sustainment 04MD-02-PROJ 04MD-03-DISP 04HW-01-HHCD 04MD-01-VCAM 21GN-00-CNST 21GN-00-INST 21GN-00-MAIN		1	\$34,000.00	\$34,000.00
Coral Gables		Equipment	Equipment	All Disciplines	2018-11A	acement for HSGP Purchased Equipment. (Video Throw Phone, Portable Tablet Computers, SCBA, Thermal Imager, P25 Portable Radios, Satellite Phones, HazMat Gas Monitor, Radiological Detectors, MCI Triage Command Kit...)	21GN-00-MAIN	1	\$59,805.00	\$59,805.00
Coral Springs		Equipment	Equipment	Law Enforcement	2018-04A	Mobile Video Surveillance Trailer	03OE-07-ROVL 12TR-00-TEQP	4	\$28,387.00	\$113,548.00
Fort Lauderdale		Equipment	Equipment	Emergency Management	2018-02B	Ft. Lauderdale EOC Enhancements to include video conference, encoder/decoder, display video, satellite phones, cabling, connector wiring, and its installation or maintenance.	21GN-00-CCEQ, 21GN-00-OCEQ, 21GN-00-MAIN, 06CP 05-VCOM, 04MD-03-DISP, 04HW-01-HHCD and 05PM-00-PTCH, 06CC-03-SATP	1	\$63,500.00	\$63,500.00
Fort Lauderdale		Equipment	Training	All Disciplines	2018-02C	CERT - Ft. Lauderdale to include: medical bags, CERT backpacks, radios, Awards, and Instructor OT	06CP-01-PORT, 09IME 01-BAGM, 21GN-00-CCEQ, and 19GN-00-8GPK	1	\$17,713.00	\$17,713.00
Fort Lauderdale		Exercise	Planning	All Disciplines	2018-01D	PT&E Coordinated Attack Exercise		1	\$13,400.00	\$13,400.00
Fort Lauderdale		Equipment	Equipment	Law Enforcement	2018-06A	X-ray Equipment, Portable or Transportable (for Bomb Technician)	02EX-01-XRAP	1	\$27,700.00	\$27,700.00
Hialeah		Equipment	Equipment	Fire Rescue	2018-11B	SCBA Paks, SCBA Cylinders (paks \$5902 each, cylinders \$1102 each)	01AR-01-SCBA 01AR-01-SCBC	10	\$7,004.00	\$70,040.00
Hialeah		Training	Planning	Fire Rescue	2018-01E	Planning, Training and Exercises: Hazmat and Active Shooter		1	\$121,000.00	\$121,000.00

Exhibit A

Jurisdiction	Regional Project Procurement	Category	Sub-Category	Discipline	Line Item #	Detailed Item Description	AEL #	Qty	Unit Cost	Current Budget
Hialeah		Equipment	Equipment	Emergency Management	2018-02D	EOC Enhancements to include computers/laptops/peripherals	04RW-01-INHW, 21GN-00-OCEQ	1	\$22,000.00	\$22,000.00
Hialeah		Equipment	Equipment	Law Enforcement	2018-07A	Access Control at City Headquarters	14SW-01-PACS, 21GN-00-INST	1	\$24,000.00	\$24,000.00
Hialeah		Equipment	Equipment	Fire Rescue	2018-10A	Point Chemical Agent Detector Raman Spectroscopy & Point Chemical Agent Detector Fourier Transform Infrared	07CD-01-DPRS 07CD-01-FTIR	2	\$35,000.00	\$70,000.00
Hialeah		Planning	Personnel	Law Enforcement	2018-03A	LPR Analyst Sustainment		1	\$55,905.00	\$55,905.00
Hialeah		Planning	Personnel	Emergency Management	2018-01F	EOC Planner Sustainment		1	\$75,000.00	\$75,000.00
Hollywood		Equipment	Equipment	Law Enforcement	2018-09A	Closed Circuit Television Cameras on Hollywood Beach Boardwalk	14SW-01-VIDA, 04MD-03-DISP, 21GN-00-INST	23	\$5,000.00	\$115,000.00
Key Biscayne		Equipment	Equipment	Fire Rescue	2018-11C	Maintenance & Sustainment of UASI purchased Thermal Imaging Cameras	21GN-00-MAIN	2	\$7,713.50	\$15,427.00
M&A		Management and Administration		All Disciplines	2018-17	M&A	M&A	1	\$285,000.00	\$285,000.00
Miami		Equipment	Equipment	All Disciplines	2018-11D	Maintenance/Sustainment/Repair/Replacement for HSGP Purchased Equipment. Police \$176,465.33; Fire \$94,079.48; EM \$27,960.55, HazMat \$7927.40.	21GN-00-MAIN	1	\$306,433.00	\$306,433.00
Miami		Equipment	Equipment	Emergency Management	2018-02E	EOC Enhancements/Maintenance/Sustainment	21GN-00-OCEQ, 14CI-00-COOP, 07SE-03-ENVS, 06CC-05-PRTY, 06CC-02-DSAD 21GN-00-INST	1	\$75,346.00	\$75,346.00
Miami		Equipment	Equipment	All Disciplines	2018-16A	Ethernet Secured @ Fire College for Redundant Communications for Miami's First Responders (18 months). This project will continue services for a Metro-Ethernet line that provides fast network connectivity between the City's network and the E911 back up center.	14CI-01-COOP	1	\$10,360.00	\$10,360.00
Miami		Equipment	Equipment	All Disciplines	2018-15A	Satellite Phone Sustainment Citywide (12 months). This project will sustain the satellite phones that are installed throughout City Departments including police and fire stations which allow all first responders to communicate when primary communication services are down. includes Key Biscayne	06CC-03-SATB	1	\$23,545.00	\$23,545.00

Exhibit A

Jurisdiction	Regional Project Procurement	Category	Sub-Category	Discipline	Line Item #	Detailed Item Description	AEL #	Qty	Unit Cost	Current Budget
Miami		Planning	Training	All Disciplines	2018-01G	P, T & E. This project will support multi-disciplinary projects for the City of Miami under the leadership of MEM. Project scope will involve a full scale exercise, revision of planning documents such as the CEMP/COOP/COG and trainings that benefit terrorism-related emergency management trainings. Trainings will include ICS, Hazmat 160 and any other specialized courses needed due to staff attrition. Police \$5,650; Fire \$62,740, EM		1	\$114,027.00	\$114,027.00
Miami		Organization	Organization	All Disciplines	2018-04B	Operational OT for Special Events approved by FEMA; Fire \$18,906.52 and EM \$7,909.28		1	\$26,816.00	\$26,816.00
Miami		Equipment	Equipment	Law Enforcement	2018-09B	(The Closed Circuit TV project will allow the Miami Police Department the opportunity to deploy CCTV equipment in the area of soft targets and enhance our ability to deter and investigate	14SW-01-VIDA, 04HW-01-INHW, 04MD-03-DISP, 21GN-00-MAIN	1	\$169,527.00	\$169,527.00
Miami		Planning	Personnel	Emergency Management	2018-01H	Emergency Management Planner (12 months). This position will assist with the development/revision of citywide emergency management plans such as the CEMP, COG and COOP.		1	\$47,091.00	\$47,091.00
Miami		Planning	Personnel	Emergency Management	2018-01I	Emergency Management Planner (12 months). This position will assist with general planning responsibilities related to the implementation of the UASI grant program.		1	\$61,218.00	\$61,218.00
Miami		Planning	Personnel	Emergency Management	2018-01J	Equipment Inventory Planner (12 months). This position will be responsible for resource management tracking and planning portion of the EHP process.		1	\$42,382.00	\$42,382.00
Miami Beach		Equipment	Equipment	All Disciplines	2018-09C	CCTV Cameras to be installed along the Boardwalk and an uncovered part of Ocean Drive.	14SW-01-VIDA, 21GN-00-INST	12	\$7,691.50	\$92,298.00
Miami Gardens		Equipment	Equipment	Law Enforcement	2018-04C	Surveillance Trailers 2 trailers, (CCRV Surveillance Diesel Generator Trailer \$72,545, & one CCTV Surveillance Solar Trailer \$40,652)	03OE-07-ROVL	1	\$113,197.00	\$113,197.00
Miami-Dade		Training	Training	Law Enforcement	2018-01K	RDF Basic Certification Course		1	\$19,478.00	\$19,478.00
Miami-Dade		Training	Training	Law Enforcement	2018-01L	RDF Basic Recertification Courses (12-26865)		2	\$5,000.00	\$10,000.00
Miami-Dade		Equipment	Equipment	Law Enforcement	2018-06B	EOD X-Ray Systems: SCANNA Scan X-Ray Imaging System Kits	02EX-01-XRAP	2	\$27,700.00	\$55,400.00
Miami-Dade		Organization	Equipment	Law Enforcement	2018-04D	Fusion Center Special Events Support and Server Sustainment (Special Events \$40,000 & \$10,000 hardware, computer, server)	04HW-01-INHW	1	\$50,000.00	\$50,000.00
Miami-Dade		Equipment	Equipment	Law Enforcement	2018-04E	Explosive Detection Interdiction Canines (EDIC) with Kennels	07ED-01-DOGS	2	\$47,500.00	\$95,000.00

Exhibit A

Jurisdiction	Regional Project Procurement	Category	Sub-Category	Discipline	Line Item #	Detailed Item Description	AEL #	Qty	Unit Cost	Current Budget
Miami-Dade		Equipment	Equipment	Law Enforcement	2018-15B	Communications and Intelligence Gathering Equipment for SRT (Audio/Visual Throw Phone, Cellular Throw Phone, Structural Tactical Acoustic Receiver and Sender)	03OE-01-CTAC 13LE-00-SURV	1	\$46,600.00	\$46,600.00
Miami-Dade		Equipment	Equipment	Fire Rescue	2018-15C	P25 Portable Radios, P25 Portable Radio Batteries (6 Radios @ \$6500 per and 100 Batteries @ \$110 per)	06CP-01-PORT; 04HW-01-INHW; 10BC-00-BATT	6	\$6,500.00	\$39,000.00
Miami-Dade		Equipment	Equipment	Fire Rescue	2018-15D	P25 Portable Radio Batteries	06CP-01-PORT; 04HW-01-INHW; 10BC-00-BATT	100	\$110.00	\$11,000.00
Miami-Dade		Equipment	Equipment	Fire Rescue	2018-15E	FirstNet Mobile / Interoperability	06CC-01-CELL 06CC-02-DSAD 06CC-03-SATM 06CC-03-SATP 06CC-04-EQSD 06CC-04-SADS 06CP-02-BRDG 06CP-03-TOWER	1	\$20,002.00	\$20,002.00
Miami-Dade		Equipment	Equipment	Fire Rescue	2018-09D	Security Cameras for 3 centers critical to the county (EOC, Fire Rescue Communications and SEFFC) and Access Controls at Miami Dade FR HQ Complex	14SW-01-PACS, 21GN-00-INST, 04HW-01-INHW, 21GN-00-CNST	1	\$200,000.00	\$200,000.00
Miami-Dade		Planning	Training	Fire Rescue	2018-01M	Planning, Training and Exercises: UASI Homeland Security Conference	N/A	3	\$2,159.00	\$6,477.00
Miami-Dade		Equipment	Planning	Emergency Management	2018-02F	WebEOC User Guide Enhancement	21GN-00-CNST 04AP-05-CDSS	1	\$87,000.00	\$87,000.00
Miami-Dade		Exercise	Personnel	Emergency Management	2018-01N	Hazard Impact Functional Exercise		1	\$67,000.00	\$67,000.00
Miami-Dade		Equipment	Personnel	Emergency Management	2018-02G	Municipal Planning WebEOC Enhancement	21GN-00-CNST 04AP-05-CDSS	1	\$70,000.00	\$70,000.00
Miami-Dade		Exercise	Personnel	Emergency Management	2018-01O	Closed Point of Dispensing Functional Exercise		1	\$52,479.00	\$52,479.00
Miramar		Equipment	Equipment	Fire Rescue	2018-15F	Mobile Electronic Message Boards	03OE-03-SIGN	2	\$17,000.00	\$34,000.00
Miramar		Equipment	Equipment	Fire Rescue	2018-14A	Unmanned Aerial Vehicle	03OE-07-SUAS	2	\$24,845.00	\$49,690.00
Miramar		Equipment	Equipment	Fire Rescue	2018-02H	WebEOC Fleet Eyes Software	04AP-05-CDSS, 04AP-01-CADS	1	\$30,000.00	\$30,000.00
Monroe		Equipment	Equipment	All Disciplines	2018-15G	APX6000 700/800 Portable Radios	06CP-01-MOBL	13	\$4,750.00	\$61,750.00
Monroe		Equipment	Equipment	All Disciplines	2018-13A	Portable Fuel Tank and Trailer	19GN-00-FUEL 12TR-00-TEQP 04AP-05-CDSS,	1	\$29,535.00	\$29,535.00
Palm Beach County		Equipment	Equipment	Emergency Management	2018-02I	Maintenance & Sustainment of EOC IT infrastructure	04HW-01-INHW 21GN-00-OCEQ	1	\$100,000.00	\$100,000.00
Palm Beach County		Training	Training	Emergency Management	2018-01P	Position Specifics All Hazards Training		1	\$26,117.00	\$26,117.00
PBSO		Equipment	Equipment	Law Enforcement	2018-09E	Bomb Suit	02PE-01-BSUT	1	\$38,500.00	\$38,500.00
PBSO		Equipment	Equipment	Law Enforcement	2018-12A	SWAT Team Night vision Monoculars	03OE-02-TILA	8	\$4,052.00	\$32,416.00
PBSO		Equipment	Equipment	Law Enforcement	2018-06C	SWAT Team Pole Camera	03SR-03-SCAM	1	\$15,201.00	\$15,201.00
PBSO		Planning	Planning	Law Enforcement	2018-05A	Community Business Partners Against Terrorism Program		1	\$40,000.00	\$40,000.00

Exhibit A

Jurisdiction	Regional Project Procurement	Category	Sub-Category	Discipline	Line Item #	Detailed Item Description	AEL #	Qty	Unit Cost	Current Budget
Pembroke Pines		Equipment	Equipment	Law Enforcement	2018-04F	Portable Elevated Surveillance Platform	03OE-07-ROVL	1	\$73,736.00	\$73,736.00
Pembroke Pines		Equipment	Equipment	Fire Rescue	2018-15H	P-25 Compliant Dash Mount Single/Dual Head Radios	06CP-01-MOBL	9	\$4,333.00	\$38,997.00
Regional	Miami	Planning	Personnel	Emergency Management	2018-01Q	Regional Program Manager- this position assists the Miami and Ft. Lauderdale with regional planning needs (e.g. drafting of investment justifications, coordination of UAWG meetings, development of annual budgets, etc.).	Planning	1	\$85,856.35	\$85,856.00
Regional	Miami	Planning	Personnel	Emergency Management	2018-01R	Regional Planning, Training and Exercises Coordinator- this position includes the responsibilities of ensuring compliance with training courses as well as the coordination of necessary regional exercises.	Planning	1	\$72,500.92	\$72,501.00
Regional	PBSO Fusion	Organization	Personnel	Law Enforcement	2018-03B	Fusion Center Analysts	Organization	5	\$50,560.00	\$252,799.00
Regional	Miami	Planning	Training	All Disciplines	2018-01S	Regional Planning, Training & Exercise to include attendance at grant related meetings	21GN-00-TRNG	1	\$200,000.00	\$200,000.00
Regional	PBSO Fusion	Planning	Personnel	Law Enforcement	2018-03C	Metadata Planner		1	\$33,389.00	\$33,389.00
Regional	PBSO Fusion	Equipment	Training	Law Enforcement	2018-03D	Fusion Center Operations to include computer hardware and peripherals, software maintenance, DHS sponsored Training, alert system and TLO program support and office supplies/equipment	04HW-01-INHW, 13IT-00-INTL, 13IT-00-ALRT	1	\$162,173.00	\$162,173.00
Regional	Miami	Equipment	Training	Emergency Management	2018-02J	Incident command software system needed for regional info sharing during emergency operations as well as non-emergency situations to provide a platform for day-to-day regional info sharing and updates. (WebEOC)	04AP-05-CDSS, 04AP-03-GISS, 04SW-04-NETW	1	\$119,245.00	\$119,245.00
Regional	Miami	Equipment	Equipment	Emergency Management	2018-15I	Emergency Notification System	13IT-00-ALRT	1	\$47,698.00	\$47,698.00
Regional	Ft. Lauderdale	Equipment	Training	All Disciplines	2018-02K	Regional Citizen Corps/CERT Planning, Training Exercise and Equipment	19GN-00-BGPK, 21CR-00-MEDI, 06CP-01-PORT, 21GN-00-CCEQ	1	\$150,000.00	\$150,000.00
Regional	MDPD	Equipment	Training	Law Enforcement	2018-08A	Regional Cyber Response Team Enhancements and Training	04HW-01-INHW, 05HS-00-FRNS, 05HS-00-MALW, 05NP-00-SEIM	1	\$140,000.00	\$140,000.00
Regional	PBSO	Equipment	Equipment	Fire Rescue	2018-10B	Aviation Radiation Detection/Identification	07RD-04-SGND	1	\$283,564.00	\$283,564.00
Regional	MDFR	Equipment	Equipment	Fire Rescue	2018-15J	Upgrade to Existing Network Switch/Gateway (CST)	06CP-02-BRDG	1	\$150,000.00	\$148,284.00
Sunrise		Equipment	Equipment	Law Enforcement	2018-15K	General Dynamic ES2440 Infrastructure Wireless Mesh Point	06CP-02-BRDG	4	\$23,280.00	\$93,120.00

Exhibit A

Jurisdiction	Regional Project Procurement	Category	Sub-Category	Discipline	Line Item #	Detailed Item Description	AEL #	Qty	Unit Cost	Current Budget
Sunrise		Equipment	Equipment	Fire Rescue	2018-07B	Card Access Control Equipment	14SW-01-PACS	1	\$31,039.00	\$31,039.00
Total										\$5,700,000.00

EXHIBIT B
Convergint Technologies, LLC's Proposal



3102 Commerce Parkway, Miramar, Florida 33025
Phone 954-364-3993 Mobile 786-637-8467
phil.cerber@convergent.com

November 13, 2019

Village of Key Biscayne
Key Biscayne Fire Rescue Department
560 Crandon Blvd Key Biscayne, Florida 33149
Attention: Marcos Osorio

Quotation: PC02234844P
RFP#:
License/Cert EF20001417

Reference: VKB Fire Rescue cameras and Access Control

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 4th largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

EXHIBIT B

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

EXHIBIT B

Performance Items

Items Included	
Applicable Taxes	Electrified Door Locking Hardware
Fire Stopping (Excludes Existing Penetrations)	Installation of CCTV Cameras
Installation of Network Cabling to Card Readers	Installation of Network Cabling to IP Cameras
Installation of Wire and Cable	Loading Software on Customer Provided Computer
Mounting/Termination of Proposed Devices	Owner to Provide Static IP Addresses
Project Management	Servers by Others
System Programming	Termination of Control Equipment Enclosures
Wire	Workstations by Others
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Freight (prepaid)	Horizontal Core Drilling
Installation of Bridle Rings	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire Hangars
Lifts	Low Voltage Permits
Material (listed in the BOM)	On-Site Lockable Storage Facility
One-Year Warranty on Labor	One-Year Warranty on Parts
Operations & Maintenance Manuals	Owner to Provide DHCP Lease Reservations for Network Connected Devices
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring point with to point connections	Patch and Paint
Payment & Performance Bonds	Record Documentation (As-Built)
Riser drawing with home run wiring	Servers by Convergent
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	Terminal Cabinets
Testing of all Proposed Devices	Vertical Core Drilling
Workstations by Convergent	

EXHIBIT B

Total Project Investment:

\$ 17,772.59

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Phil Cerber

Convergent Technologies

Phil Cerber

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Marcos Osorio

November 13, 2019

Customer Name (Printed)

Date



Authorized Signature

Title

Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, Convergent Technologies' Install Terms & Conditions

EXHIBIT B

Version 1.09 April 2017

but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

Version 1.09 April 2017